

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

ESTÉE LAUDER COSMETICS LTD. and
MAKE-UP ART COSMETICS INC.,

Plaintiffs,

v.

ALI- BEAUTIES STORE STORE, et al.,

Defendants.

Case No. 19-cv-04579

Judge John J. Tharp, Jr.

Magistrate Judge M. David Weisman

FINAL JUDGMENT ORDER


This action having been commenced by Plaintiffs Estée Lauder Cosmetics Ltd. and Make-Up Art Cosmetics Inc. (together, “Estée Lauder” or “Plaintiffs”) against the defendants identified on Schedule A, and using the Defendant Domain Names and Online Marketplace Accounts (collectively, the “Defendant Internet Stores”), and Estée Lauder having moved for entry of Default and Default Judgment against the defendants identified on Schedule A attached hereto, with the exception of Defendants Hexinstore, 527527 Store, Ali- Beauties Store Store, Ali Jetting Makeup Store, Ali-Lillian HB Store, Beautify the Features Store, CLJ Beside Store, Confident Women Store, Exquisite Girl Store, Fashion Store NO.1, HiSunny Store, HNKMP Makeup Store, Moonnight Shadow Store, Skin care man Store, Sunny Chou Commercial Store, WE S7 Store, YOVIP VIP Store, chengying30050, Flower language ghfnn, lizhikang5012s, WINDCLOUD, and Xin BAZAAR, (collectively, the “Defaulting Defendants”);



This Court having entered upon a showing by Estée Lauder a temporary restraining order and preliminary injunction against Defaulting Defendants which included a domain name transfer order and asset restraining order;

Estée Lauder having properly completed service of process on Defaulting Defendants, the combination of providing notice via electronic publication and e-mail, along with any notice that Defaulting Defendants received from domain name registrars and payment processors, being notice reasonably calculated under all circumstances to apprise Defaulting Defendants of the pendency of the action and affording them the opportunity to answer and present their objections; and

Defaulting Defendants having failed to answer the Amended Complaint or otherwise plead, and the time for answering the Amended Complaint having expired;

THIS COURT HEREBY FINDS that it has personal jurisdiction over Defaulting Defendants since Defaulting Defendants directly target their business activities toward consumers in the United States, including Illinois. Specifically, Defaulting Defendants are reaching out to do business with Illinois residents by operating one or more commercial, interactive Defendant Internet Stores through which Illinois residents can purchase products using counterfeit versions of the MAC Trademarks (a list of which is included in the below chart).

Registration Number	Trademark	Goods and Services
1,642,532		<p>For: cosmetics, namely, eye shadow, eye make-up remover, eye liner, foundation make-up, face powder, lipstick, lip gloss, lip shiner, mascara, nail polish, eyebrow pencil, rouge, face shimmers, body lotions, moisture lotion, moisture tonics, skin cleaner, dusting powder, facial moisturizers in class 003.</p> <p>For: cosmetic pencil sharpeners in class 016.</p> <p>For: cosmetic cases sold empty, cosmetic brushes, dusters for applying make-up, lip brushes, and cosmetic sponges in class 021.</p>

Registration Number	Trademark	Goods and Services
3,023,827	MAC	<p>For: cosmetic products including lipsticks, lip gloss, lip liners, lip balms, eye shadows, eye lining pencils, liquid eye liners, eye makeup, mascara, eyebrow pencils, artificial eyelashes, blushers, bronzers, multi-use cosmetic sticks, foundation makeup, pressed powder, loose powder, makeup remover, concealers, eye palettes, lip palettes, make-up kits, multi-use colored creams, powders and gels for use on face; nail polish, nail enamel, nail polish remover; non-medicated skin care products, namely cleansers, exfoliators, toners, eye creams, cleansing wipes, moisturizing spritzers, tinted moisturizers; fragrances for personal use in class 003.</p> <p>For: consultation services in the selection and use of cosmetics, toiletries and beauty treatment in class 044.</p>
3,237,448	MAC	<p>For: carry-all bags; clutch bags; cosmetic bags sold empty; roll bags; travelling bags; waist bags in class 018.</p> <p>For: cosmetic brushes in class 021.</p>
4,184,695		For: carry-all bags, cosmetic bags sold empty, shoulder bags, tote bags, clutch bags and travel bags in class 018.
2,207,315	STUDIO FIX	For: cosmetics, namely, make-up foundation in class 003.
3,347,789	 PREP + PRIME	For: non-medicated skincare preparations in class 003.
2,369,642	VIVA GLAM	For: lipstick in class 003.
3,469,550	TECHNAKOHL LINER	For: cosmetics in class 003.
3,516,371	MINERALIZE	For: cosmetics in class 003.

Registration Number	Trademark	Goods and Services
3,561,063	FLUIDLINE	For: cosmetics in class 003.
3,599,599	DAZZLEGLASS	For: cosmetics in class 003.
3,636,203	CREMESHEEN	For: cosmetics in class 003.
3,901,933	MAC HAUTE & NAUGHTY LASH	For: cosmetics in class 003.
4,022,031	MAKE-UP ART COSMETICS	For: cosmetics in class 003.
4,372,062	VELUXE	For: cosmetics in class 003.
4,645,887	PATENTPOLISH	For: cosmetics in class 003.
5,131,032	RETRO MATTE	For: cosmetics in class 003.

THIS COURT FURTHER FINDS that Defaulting Defendants are liable for willful federal trademark infringement and counterfeiting (15 U.S.C. § 1114), false designation of origin (15 U.S.C. § 1125(a)), and violation of the Illinois Uniform Deceptive Trade Practices Act (815 ILCS § 510, *et seq.*).

IT IS HEREBY ORDERED that Estée Lauder's Motion for Entry of Default and Default Judgment is GRANTED in its entirety, that Defaulting Defendants are deemed in default and that this Final Judgment is entered against Defaulting Defendants.

IT IS FURTHER ORDERED that:

1. Defaulting Defendants, their affiliates, officers, agents, servants, employees, attorneys, confederates, and all persons acting for, with, by, through, under or in active concert with them be permanently enjoined and restrained from:
 - a. using the MAC Trademarks or any reproductions, counterfeit copies or colorable imitations thereof in any manner in connection with the distribution, marketing, advertising, offering for sale, or sale of any product that is not a genuine MAC

product or not authorized by Estée Lauder to be sold in connection with the MAC Trademarks;

- b. passing off, inducing, or enabling others to sell or pass off any product as a genuine MAC product or any other product produced by Estée Lauder, that is not Estée Lauder's or not produced under the authorization, control or supervision of Estée Lauder and approved by Estée Lauder for sale under the MAC Trademarks;
 - c. committing any acts calculated to cause consumers to believe that Defaulting Defendants' products are those sold under the authorization, control or supervision of Estée Lauder, or are sponsored by, approved by, or otherwise connected with Estée Lauder;
 - d. further infringing the MAC Trademarks and damaging Estée Lauder's goodwill; and
 - e. manufacturing, shipping, delivering, holding for sale, transferring or otherwise moving, storing, distributing, returning, or otherwise disposing of, in any manner, products or inventory not manufactured by or for Estée Lauder, nor authorized by Estée Lauder to be sold or offered for sale, and which bear any of Estée Lauder's trademarks, including the MAC Trademarks, or any reproductions, counterfeit copies or colorable imitations thereof.
2. The domain name registries for the Defendant Domain Names, including, but not limited to, VeriSign, Inc., Neustar, Inc., Afiliat Limited, CentralNic, Nominet, and the Public Interest Registry, within three (3) business days of receipt of this Order, shall, at Estée Lauder's choosing:

- a. permanently transfer the Defendant Domain Names to Estée Lauder's control, including unlocking and changing the registrar of record for the Defendant Domain Names to a registrar of Estée Lauder's selection; or
 - b. disable the Defendant Domain Names and make them inactive and untransferable.
3. The domain name registrars, including, but not limited to, GoDaddy Operating Company, LLC ("GoDaddy"), Name.com, PDR LTD. d/b/a PublicDomainRegistry.com ("PDR"), and Namecheap Inc. ("Namecheap"), within three (3) business days of receipt of this Order, shall take any steps necessary to transfer the Defendant Domain Names to a registrar account of Estée Lauder's selection.
4. Defaulting Defendants and any third party with actual notice of this Order who is providing services for any of the Defaulting Defendants, or in connection with any of Defaulting Defendants' websites at the Defendant Domain Names or other websites operated by Defaulting Defendants, including, without limitation, any online marketplace platforms such as iOffer, eBay, AliExpress, Alibaba, Amazon, Wish.com, and Dhgate, web hosts, sponsored search engine or ad-word providers, credit cards, banks, merchant account providers, third party processors and other payment processing service providers, Internet search engines such as Google, Bing and Yahoo, and domain name registrars, including, but not limited to, GoDaddy, Name.com, PDR, and Namecheap, (collectively, the "Third Party Providers") shall within three (3) business days of receipt of this Order:
 - a. disable and cease providing services being used by Defaulting Defendants, currently or in the future, to engage in the sale of goods using the MAC Trademarks;

- b. disable and cease displaying any advertisements used by or associated with Defaulting Defendants in connection with the sale of counterfeit and infringing goods using the MAC Trademarks; and
 - c. take all steps necessary to prevent links to the Defendant Domain Names identified on Schedule A from displaying in search results, including, but not limited to, removing links to the Defendant Domain Names from any search index.
5. Pursuant to 15 U.S.C. § 1117(c)(2), Estée Lauder is awarded statutory damages from each of the Defaulting Defendants in the amount of five hundred thousand dollars (\$500,000) for willful use of counterfeit MAC Trademarks on products sold through at least the Defendant Internet Stores. The five hundred thousand dollar (\$500,000) award shall apply to each distinct Defaulting Defendant only once, even if they are listed under multiple different aliases in the Amended Complaint and Schedule A.
6. Any Third Party Providers holding funds for Defaulting Defendants, including PayPal, Inc. (“PayPal”), Alipay, Wish.com, and Amazon Pay, shall within two (2) business days of receipt of this Order, permanently restrain and enjoin any non-U.S. based accounts connected to Defaulting Defendants, Defaulting Defendants’ Online Marketplace Accounts, or Defaulting Defendants’ websites identified in Schedule A from transferring or disposing of any money or other of Defaulting Defendants’ assets.
7. All monies currently restrained in Defaulting Defendants’ financial accounts, including monies held by Third Party Providers such as PayPal, Alipay, Wish.com, and Amazon Pay, are hereby released to Estée Lauder as partial payment of the above-identified damages, and Third Party Providers, including PayPal, Alipay, Wish.com and Amazon

Pay, are ordered to release to Estée Lauder the amounts from Defaulting Defendants' financial accounts within ten (10) business days of receipt of this Order.

8. Until Estée Lauder has recovered full payment of monies owed to it by any Defaulting Defendant, Estée Lauder shall have the ongoing authority to serve this Order on Third Party Providers, including PayPal, Alipay, Wish.com and Amazon Pay, in the event that any new financial accounts controlled or operated by Defaulting Defendants are identified. Upon receipt of this Order, Third Party Providers, including PayPal, Alipay, Wish.com and Amazon Pay, shall within two (2) business days:
 - a. locate all accounts and funds connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts, or Defaulting Defendants' websites, including, but not limited to, any financial accounts connected to the information listed in Schedule A hereto, the e-mail addresses identified in Exhibits 3 and 4 to the Declaration of Jessica Heiss, and any e-mail addresses provided for Defaulting Defendants by third parties;
 - b. restrain and enjoin such accounts or funds that are not U.S.-based from transferring or disposing of any money or other of Defaulting Defendants' assets; and
 - c. release all monies restrained in Defaulting Defendants' financial accounts to Estée Lauder as partial payment of the above-identified damages within ten (10) business days of receipt of this Order.
9. In the event that Estée Lauder identifies any additional online marketplace accounts, domain names, or financial accounts owned by Defaulting Defendants, Estée Lauder may send notice of any supplemental proceeding to Defaulting Defendants by e-mail at the e-

mail addresses identified in Exhibits 3 and 4 to the Declaration of Jessica Heiss and any e-mail addresses provided for Defaulting Defendants by third parties.

10. The ten thousand dollar (\$10,000) cash bond posted by Estée Lauder, including any interest minus the registry fee, is hereby released to Estée Lauder or its counsel, Greer, Burns & Crain, Ltd. The Clerk of the Court is directed to return the cash bond previously deposited with the Clerk of the Court to Estée Lauder or its counsel by check made out to the Greer, Burns & Crain IOLTA account.

This Court, having determined that there is no just reason for delay, orders that this is a Final Judgment against Defaulting Defendants.

Dated: September _12_, 2019



John J. Tharp, Jr.
United States District Judge

Estée Lauder Cosmetics Ltd., et al. v. Ali- Beauties Store Store, et al.
Case No. 19-cv-04579

Schedule A

No.	Defendant Name / Alias
1	Ali- Beauties Store Store
3	Ali-Lillian HB Store
5	POCHOS001 Store
7	anna makeup Store
9	candy3 Store
11	Confident Women Store
13	fashion curtilage
15	DISMISSED
17	HiSunny Store
19	Lolede Makeup Store
21	MM Comestic Store
23	Shop4229027 Store
25	Shop4969086 Store
27	Sunny Chou Commercial Store
29	YOVIP VIP Store
31	3cn4982
33	highsunny
35	jdx2438
37	keenhood
39	lxh688
41	viatracting
43	bftelnetronic
45	commerce
47	Flower language ghfn
49	ilirongrongshoping
51	lizhikang5012s
53	precision hardware plastic electronics technology co., LTD
55	Sfc co.ltd
57	soso1993
59	WINDCLOUD
61	Xin BAZAAR
63	didonnafrancesco.com
65	maccosmetics2019.com

No.	Defendant Name / Alias
2	Ali Jetting Makeup Store
4	Shenzhen Sincemile Makeup Co., Ltd.
6	527527 Store
8	Beautify the Features Store
10	CLJ Beside Store
12	Exquisite Girl Store
14	Fashion Store NO.1
16	high quality discount store
18	HNKMP Makeup Store
20	mary2 makeup Store
22	Moonnight Shadow Store
24	Shop4442006 Store
26	Skin care man Store
28	WE S7 Store
30	YUYU 686850 Store
32	hexinstore
34	hkwiseifield
36	jewelry-work
38	kiss0922
40	stunner1975
42	yy_-74
44	chengying30050
46	E.Fashion Online Store
48	DISMISSED
50	kissmizi
52	Malaka
54	Qzoo
56	Smallhouser
58	to one's joy
60	Xfengda
62	cheapmaccosmetic.com
64	cheapmacmakeupkit.com
66	taranaokoohrtman.com

No.	Defendant Name / Alias
67	afloat-fabulous.com
69	macmakeupoutletonline.com
71	bobosmakeup.com

No.	Defendant Name / Alias
68	maccosmeticsbulk.com
70	maccosmeticsco.com

No.	Defendant Marketplace URL
1	aliexpress.com/store/4382009
3	aliexpress.com/store/1096648
5	aliexpress.com/store/2780141
7	aliexpress.com/store/4600014
9	aliexpress.com/store/4660099
11	aliexpress.com/store/2944216
13	aliexpress.com/store/1966234
15	DISMISSED
17	aliexpress.com/store/2949026
19	aliexpress.com/store/2406045
21	aliexpress.com/store/4418047
23	aliexpress.com/store/4229027
25	aliexpress.com/store/4969086
27	aliexpress.com/store/1709336
29	aliexpress.com/store/3654014
31	ebay.com/usr/3cn4982
33	ebay.com/usr/highsunny
35	ebay.com/usr/jdxb2438
37	ebay.com/usr/keenhood
39	ebay.com/usr/lxh688
41	ebay.com/usr/viattracting
43	wish.com/merchant/59240aa604fc04799ce70e69
45	wish.com/merchant/595f3fe782a8544cd324a2a0
47	wish.com/merchant/5b304716d198391659610eec
49	wish.com/merchant/5b0fbb2c0128753326df873a
51	wish.com/merchant/5a794c5eaac71f4410be57a8
53	wish.com/merchant/558bcdfce626764003fc5bb8

No.	Defendant Marketplace URL
2	aliexpress.com/store/2342174
4	sinemile.en.alibaba.com
6	aliexpress.com/store/3211051
8	aliexpress.com/store/1384042
10	aliexpress.com/store/2906136
12	aliexpress.com/store/3224145
14	aliexpress.com/store/411898
16	aliexpress.com/store/4535032
18	aliexpress.com/store/3218075
20	aliexpress.com/store/4491090
22	aliexpress.com/store/3901043
24	aliexpress.com/store/4442006
26	aliexpress.com/store/4226015
28	aliexpress.com/store/2939034
30	aliexpress.com/store/3571010
32	ebay.com/usr/hexinstore
34	ebay.com/usr/hkwiseifield
36	ebay.com/usr/jewelry-work
38	ebay.com/usr/kiss0922
40	ebay.com/usr/stunner1975
42	ebay.com/usr/yy_-74
44	wish.com/merchant/5982ee2015da075449e715ea
46	wish.com/merchant/56de7ef10be3ef129a58c9a1
48	DISMISSED
50	wish.com/merchant/59cb162ab771734914fdd3de
52	wish.com/merchant/5794df75d057a32ec0b5a254
54	wish.com/merchant/57b72bf31f608c3d5bd00be3

No.	Defendant Marketplace URL
55	wish.com/merchant/55570926f9281019fa4f6de9
57	wish.com/merchant/55db1636aed1de104870ba0a
59	wish.com/merchant/57ac29b23c284826cc68e3d9
61	wish.com/merchant/58c001de6f009c3db7d400df

No.	Defendant Marketplace URL
56	wish.com/merchant/593b698aff3e800f8f91ee73
58	wish.com/merchant/56498729fe1176128aad5206
60	wish.com/merchant/5864a1e4730cbd4cb8851d02

No.	Defendant Domain Name
1	cheapmaccosmetic.com
3	cheapmacmakeupkit.com
5	taranaokoohrtman.com
7	maccosmeticsbulk.com
9	maccosmeticsco.com

No.	Defendant Domain Name
2	didonnafrancesco.com
4	maccosmetics2019.com
6	afloat-fabulous.com
8	macmakeupoutletonline.com
10	bobosmakeup.com